

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

WHITNEY SPICHER,

Plaintiff,

v.

AMERICAN FAMILY MUTUAL
INSURANCE COMPANY, S.I. and
JOHN and JANE DOES 1-10,

Defendants.

CASE NO. C22-1116 MJP

ORDER DENYING PLAINTIFF'S
MOTION TO COMPEL

This matter comes before the Court on Plaintiff's Motion to Compel. (Dkt. No. 19.)
Having reviewed the Motion, the Response (Dkt. No. 20), the Reply (Dkt. No. 22), and all
supporting materials, the Court DENIES the Motion without prejudice.

Local Civil Rule 37(a)(1) states that "[a]ny motion for an order compelling disclosure or
discovery must include a certification, in the motion or in a declaration or affidavit, that the
movant has in good faith conferred or attempted to confer with the person or party failing to
make disclosure or discovery in an effort to resolve the dispute without court action." The Rules

1 specify that “[i]f the movant fails to include such a certification, the court may deny the motion
2 without addressing the merits of the dispute.” Local Civil Rule 37(a)(1).

3 Plaintiff failed to satisfy her obligations under Local Civil Rule 37(a)(1) to meet and
4 confer prior to filing the Motion to Compel. The parties met and conferred in March 2023 to
5 discuss Defendant’s response to Plaintiff’s Requests for Production and Interrogatories. (See Ex.
6 E to the Motion to Compel (Dkt. No. 19-6).) During that meet and confer, Defendant agreed to
7 supplement responses and provide a proposed protective order to facilitate the production of
8 nearly all of the documents Plaintiff requested. (Id.) Defendant then supplemented its responses
9 to the RFPs and Interrogatories in April. (See Declaration of Lauren Fugere ¶ 5 & Ex. 4.)
10 Plaintiff did not meet and confer after this supplemental production, and instead filed the motion
11 to compel. Plaintiff’s failure to meet and confer regarding Defendant’s supplemental response
12 and proposed protective order demonstrates her non-compliance with Local Civil Rule 37(a)(1).
13 While the Court acknowledges that the parties met and conferred about Defendant’s initial
14 responses, Plaintiff never met and conferred to discuss any objections to the supplemental
15 answers. Such a meet and confer could likely have eliminated the need for much of the motion to
16 compel, particularly given Defendant’s apparent willingness to provide most of the documents
17 requested if Plaintiff agreed to the protective order. (See Resp. at 10 (“Defendant agreed to
18 produce its claims files and manuals relating to UIM claims up until the IFCA notice subject to a
19 Protective Order.”).) There is clearly more room for the parties to negotiate without the Court’s
20 intervention. The Court therefore DENIES the Motion without prejudice for failure to comply
21 with Local Civil Rule 37(a)(1).

22 The parties must engage in a meaningful meet and confer process to discuss Plaintiff’s
23 requests before the Court will rule on any motion to compel. The Court strongly urges Plaintiff
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1 to consider negotiating a protective order based on the Court's model order. Doing so would
2 appear to satisfy Defendant's concerns and allow Plaintiff access to nearly all of the records she
3 seeks. And such agreements are commonly entered by the Court to facilitate litigation involving
4 potentially confidential materials. Should Plaintiff choose to file a renewed motion to compel,
5 she must use the expedited joint motion procedure set forth in Local Civil Rule 37(a)(2).

6 The clerk is ordered to provide copies of this order to all counsel.

7 Dated May 11, 2023.

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9 Marsha J. Pechman
10 United States Senior District Judge
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